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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	)	
	)	
	)	Chapter 11
Mesa Air Group, Inc., <u>et al.</u> ,	)	
	)	Case No. 10-10018 (MG)
Debtors. <sup>1</sup>	)	Jointly Administered
	)	
	)	<b>Related to Docket No. 168</b>

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**RESERVATION OF RIGHTS OF UNITED AIR LINES, INC WITH RESPECT TO THE  
DEBTORS' MOTION FOR ORDER PURSUANT TO SECTIONS 105, 363, 365, 554,  
AND 1110 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6004, 6006,  
AND 6007 FOR (I) AUTHORIZATION TO (A) REJECT LEASES RELATING TO  
CERTAIN AIRCRAFT AND OTHER RELATED EQUIPMENT, (B) ABANDON  
CERTAIN AIRCRAFT, ENGINES, AND OTHER RELATED EQUIPMENT,  
(C) TRANSFER TITLE TO CERTAIN AIRCRAFT, ENGINES, AND OTHER  
RELATED EQUIPMENT, AND (D) SATISFY THE SURRENDER AND RETURN  
REQUIREMENTS UNDER THE BANKRUPTCY CODE, AND  
(II) APPROVAL OF RELATED NOTICES AND PROCEDURES**

United Air Lines, Inc. ("United") and Mesa Air Group, Inc. ("Mesa") are parties  
to a code share agreement (the "Agreement"). As of the date hereof, the Agreement remains in

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<sup>1</sup> The Debtors are: Mesa Air Group, Inc. (2351); Mesa Air New York, Inc. (3457); Mesa In-Flight, Inc. (9110); Freedom Airlines, Inc. (9364); Mesa Airlines, Inc. (4800); MPD, Inc. (7849); Ritz Hotel Management Corp. (7688); Regional Aircraft Services, Inc. (1911); Air Midwest, Inc. (6610); Mesa Air Group Airline Inventory Management, LLC (2015); Nilchi, Inc. (5531); and Patar, Inc. (1653).

full force and effect. Pursuant to the terms of the Agreement, *inter alia*, Mesa is required to operate (a) fourteen CRJ-200 aircraft through February 28, 2010 (which will reduce to ten on March 1, 2010 and then to zero on April 30, 2010), and (b) six de Havilland-DHC 8-202 aircraft through February 28, 2010 (which will reduce to four on March 1, 2010 and then to zero on April 30, 2010) (collectively, the “Aircraft”).

United relies on the use of the Aircraft in the operation of its business and Mesa’s continued use of such Aircraft is integral to the Agreement. Nonetheless, the Aircraft has been listed on either Exhibit A-2 or Exhibit B-2 of the above-referenced motion (the “Motion”) as an aircraft that may either be subsequently rejected or abandoned on seven business days notice to the applicable Lessor<sup>2</sup> or Secured Party.<sup>3</sup>

United has no objection to the relief requested in the Motion though it reserves its right to object to the subsequent rejection or abandonment of any of the Aircraft listed on Exhibit A-2 or B-2. Moreover, in the event that Mesa were to reject any lease for Aircraft or abandon any Aircraft that it is required to maintain pursuant to the terms of the Agreement, United reserves all of its rights to take any legal action that it believes is necessary and appropriate, consistent with the Bankruptcy Code.

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<sup>2</sup> All capitalized terms not defined herein shall have the meaning ascribed to them in the Motion.

<sup>3</sup> Under the Agreement, Mesa is also required to operate a certain number of CRJ-700 aircraft. In its amendment to the Motion, however, Mesa has removed the CRJ-700 aircraft from Exhibits A-2 and B-2.

Dated: February 18, 2010  
New York, New York

Respectfully submitted,

/s/ Richard M. Goldman

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